

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	15
2. AMENDMENT/MODIFICATION NO. P00007	3. EFFECTIVE DATE 09-May-2013	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY DISA/DITCO-SCOTT-PL83 2300 EAST DRIVE SCOTT AFB IL 62225-5406	CODE HC1028	7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RED RIVER COMPUTER CO., INC. 21 WATER ST STE 500 CLAREMONT NH 03743-2216 JAMES CONNAL			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. HC1028-12-C-0034	
			X	10B. DATED (SEE ITEM 13) 28-Jun-2012	
CODE 04MB1	FACILITY CODE 04MB1				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: musenbra133713 The purpose of this modification is to correct the obligated amount for CLIN 1002 on the 'additional accounting and appropriation' data and to revise the wording in support of the payment plan. All other terms and conditions remain unchanged.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CARRIE M. ROSS / CONTRACTING OFFICER TEL: 618-229-9569 EMAIL: carrie.m.ross.civ@mail.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Carrie M. Ross</u> (Signature of Contracting Officer)		16C. DATE SIGNED 09-May-2013	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT (PWS)

As of 26 April 2013

1. Contracting Officer Representative (COR).

a. Primary COR.

Name:	Mr. Richard Warner
Organization:	Chief Information Office (CIO)/G-6 Chief Integration Office Directorate
Department of Defense Activity Address Code (DODAAC):	W81MR8
Address:	5850 23rd St. Ft. Belvoir, VA 22060
Phone Number:	703-545-1827
E-Mail Address:	Richard.d.warner22.civ@mail.mil

b. Alternate Point of Contact.

Name:	LTC Fritz McNair
Organization:	CIO/G-6 Chief Integration Office Directorate
DODAAC:	W81MR8
Address:	5850 23rd St. Ft. Belvoir, VA 22060
Phone Number:	703-545-1486
E-Mail Address:	Fritzgerald.f.mcnair.mil@mail.mil

2. Contract or Task Order Title. Cisco SMARTnet Maintenance Enterprise Agreement.

3. Background. The Army is in the process of transforming its core IT capabilities to create a consolidated IT infrastructure. The enterprise transformation, called the Global Network Enterprise (GNE), incorporates the transformation of all capabilities included in LandWarNet. As part of the GNE, the Army CIO/G-6 is establishing new procedures to improve operation of the network and improve the overall security of network services and capabilities. A component of the transformation process involves modifying acquisition processes to achieve better efficiencies in the procurement of IT systems and related support. An integral part of this initiative is the consolidation of existing Cisco maintenance contracts to achieve cost avoidance, operational efficiencies, asset visibility, improved maintenance coverage, security threat management and enterprise-level support. Currently all Army commands and sub-elements procure Cisco SMARTnet individually to meet only their specific mission needs. Under this

procurement, the Army is taking an Enterprise approach to acquire Cisco SMARTnet for all of the Army's Cisco owned assets.

4. Objectives. The objective of this requirement is to provide 100% maintenance coverage for the Army's Cisco assets as provided in Attachment 1 – equipment list to include IronPort. This enterprise agreement will optimize the administration, performance and security of the Army's LandWarNet by improving asset visibility, securing maintenance for all Cisco branded hardware and software, and improving network security. The scope will include value added services in addition to the maintenance coverage, and will allow additional quantities for software licenses, hardware, and maintenance support. The scope will include implementation, deployment, and support for the required Inventory Collection & Reporting System (ICRS) database and user interface, which will provide the Army with a tool to monitor Cisco inventory procurements and provide Business Intelligence to assist with Installed Base (IB) management of the Enterprise Agreement.

5. Scope. The scope of this requirement covers the total Army organization including: Army Commands, Army Service Component Commands, and Direct Reporting Units including Army Reserve Command and National Guard Bureau. Additionally, the total Army includes Joint Organizations where the Army is the Executive Agent, such as SOUTHCOM, EUCOM and AFRICOM. It will also include authorized Army contractors purchasing on behalf of the above organizations. Included in these categories are military, civilian, and contractor personnel. The coverage of this requirement applies to all Continental United States (CONUS) and Outside the Continental United States (OCONUS) sites. This acquisition will provide brand name maintenance support for the entire Army enterprise, excluding Army Medical Command (MEDCOM), who is supported by Military Health Services (MHS) and US Army Special Operations Command, who is supported by US Special Operations Command (SOCOM). The Contractor will provide Cisco-branded SMARTnet maintenance for all Army hardware and software equipment as identified in Attachment 1 – equipment list to include IronPort. The Contractor will deliver software updates through an electronic software download location. The Contractor will provide a value added solution and required support to manage Army inventory as part of a required Inventory Collection & Reporting System. The Contractor will ensure data is located in a secure server environment meeting all US Army data regulations to include storage, clearing, purging, destroying, or disposing of media provided by the US Army (ref AR 25-2).

6. Performance Requirements.

6.1 Task 1 - Program Management. The Contractor shall provide the technical and functional support required for the Management of this PWS including Quality Assurance, progress/status reporting, schedule, risk identification/handling/mitigation strategy, and Program Reviews. The Contractor shall provide the centralized administrative, clerical, documentation, and related functions needed to support and demonstrate completion of activities required under this contract. The Contractor shall provide innovative contract administration to include, but not limited to, reporting, analysis, and customer support interaction.

6.1.1 Subtask 1 - Program Manager (PM). The Contractor shall assign a PM to organize, plan, schedule, implement, control, analyze, and report on all elements of the contract. The PM shall have resources and authority to ensure efficient and timely program execution and shall be the focal point within the contractor's activity for all required program support. The PM shall be the primary contact through which communications, work assignments, and technical directions flow

between the government and the Contractor. The Contractor shall assign a designated representative to act in the absence of the PM.

The PM shall be available during normal hours of operation to plan, direct, and control the overall management and operational functions specified herein. The PM shall provide the necessary level of contract management and administrative oversight necessary to achieve the requirements of this contract. The Contractor's PM shall be prepared at all times to present and discuss the status of contract activities with the government Contracting Officer or Contracting Officer Representative.

6.1.2 Subtask 2- Project Management and Deliverables. The contractor will provide monthly progress reports to the COR. This report will include IB Management analysis, including current IB value, project status, and ongoing support requirements. It should reflect any significant activities impacting this contract. A Program Management Review (PMR) shall be held quarterly at dates to be coordinated with the contractor and the Government. At the PMR, the contractor shall present schedules, activities, status of action items, and planned activities. The Contractor will ensure that there are no sales of SMARTnet processed outside of this agreement. The Contractor will establish a process to regularly audit sales to the Army to determine if sales outside this agreement are occurring and take appropriate action to direct further sales through the terms of this agreement. Results of these audits shall be presented as an agenda item during Program Management Reviews.

Deliverables: Monthly Status Report.

PMR to be held quarterly. Pre-brief to Chief Integration Office leads at least 7 days in advance of PMR.

6.2 Task 2 - Cisco SMARTnet Maintenance. The contractor shall provide hardware and software support for 100% of the Army's inventory of Cisco equipment as identified in Attachment 1 – equipment list to include IronPort. The contractor shall provide Cisco support for all locations in the United States and over 30 Outside the Continental United States (OCONUS) locations. The Cisco product line includes hardware such as, routers and switches plus software products, such as Call Managers and other key network systems.

6.2.1 The contractor shall provide unlimited, direct access to the Cisco Technical Assistance Center (TAC) for technical support. The contractor shall provide coverage 24 Hours x 7 Day x 365 Days per Year (24x7x365) via telephone, the web, e-mail, chat and social media for all hardware and software technical issues.

6.2.2 The contractor shall provide 8x5xNext Business Day Advanced Hardware Replacement for the Army's installed base of Cisco devices. The contractor shall provide new or equivalent-to-new Cisco hardware of the same make and model as the replaced hardware. Factory seconds or remanufactured products are not acceptable. All replacement parts must be manufactured by Cisco. The contractor shall provide evidence of global parts depots in support of this requirement.

6.2.3 The contractor shall provide the ability for Army customers who have mission critical needs to upgrade to 24x7 x4 hour SMARTnet support. Approximately 10% of the Army's installed base requires this level of support.

- 6.2.4 The contractor shall provide 24x7x365 direct customer access to the knowledge base and tools available at www.cisco.com.
- 6.2.5 The contractor shall provide 24x7x365 direct access to all Cisco Internetwork Operating System (IOS) software updates and upgrades to Cisco network devices and major releases and minor updates to all Cisco software products excluding Unified Communications.
- 6.2.6 The contractor shall provide 24x7x365 direct access to Cisco IOS software developers.
- 6.2.7 The contractor shall provide 24x7x365 direct access to Cisco product business units.
- 6.2.8 The contractor shall provide technical support for classified networks including qualified, cleared technical engineers and a SIPR connection site.
- 6.2.9 The contractor shall provide the technical support to comply with all Information Assurance, Federal and Department of Defense (DoD) security requirements. Technical support shall have the expertise and be certified in Cisco Certified Network Associate Routing & Switching (CCNA), Cisco Certified Internetwork Expert (CCIE), Certified Information Systems Security Professional (CISSP), and Security+. Should additional certification requirements be mandated by DoD in the future, the contractor shall provide evidence of complying with those mandates within the required time.

Deliverables: SMARTnet maintenance support.
Upgrades, updates, and hardware as required.

6.3 Task 3 – Inventory Collection Tool. The contractor shall provide an ICRS tool to manage the inventory of Cisco equipment in support of this enterprise agreement. The Contractor shall design, implement and maintain a website/database to manage the Cisco SMARTnet contract within 90 days of contract award.

- 6.3.1 The Contractor shall provide suggested solutions for a website including single sign on requiring Army customers to log in via CAC authentication credentials. Army users shall use the ICRS tool to perform asset changes such as moves, adds, changes, and deletes. It should include reporting review, user administrator functions and software media downloads. The site will track and control inventory entering the approval queue through final Army approval or rejection.
- 6.3.2 The contractor shall provide suggested solutions for a role based web portal to allow Army customer's access via CAC authentication and perform Cisco product registration, reporting, user administration functions and links to software update downloads. The web portal provides a user interface that will track and control the Army's Cisco devices that are provided coverage under this SMARTnet Enterprise Agreement.

- 6.3.3 The user interface (UI) will include a user help function, and provide training based on user roles. US Army will define the list of approved users, define user role types and provide administration level management through the site.
- 6.3.4 The Army will define key workflow processes; however, it can request process changes as necessary. The following key workflow processes shall be included in the web portal/reporting system provided under this contract:
- a. Visibility and management of the Cisco installed base records for purposes of inventory management and control.
 - b. User self-registration functions.
 - c. Cisco device registration and de-registration for equipment being added or removed from the Army's inventory. Ability to make changes to installed locations for changes or transfers.
 - d. Real-time centralized reporting through pre-defined reports and Ad HOC queries as defined by the US Army. At minimum, reporting capabilities will include order status, overall Enterprise level network statistics, Ad Hoc statistics, access to historical data, and POC and Administrator query capabilities.
 - e. Report archiving.
 - f. User role-based permissions.
 - g. All modifications to the web portal must be pre-approved by the government prior to implementation.
 - h. The Contractor shall provide value added services for website end user support, which will include delivering training through online demonstration or an alternative training method as suggested by the Contractor. Training will take into consideration Army users technical skill sets range from novice to expert. First phase of the training will be available to Army users when the website has been developed no later than 90 days after contract award. Training will be updated by the Contractor if changes to the website significantly impact the overall usability of the website. An online training manual and help reference guide will be maintained on the website for users during the contract term.
- 6.3.5 Product transfer capability. The capability shall allow for the posting of unused devices (equipment no longer required) and making that equipment available for other Army activities. Army requiring activities will be required to check for equipment transfer availability prior to placing an order for a new hardware/software. All requirements for new equipment will be fulfilled through excess availability prior to placing an order for new equipment. The contractor shall provide a value added solution as to how the Army can complete this requirement.

- 6.3.6 Cisco software distribution through electronic download. The Contractor is encouraged to explore alternative modes of electronic download capabilities to assist Army in providing service to sites with bandwidth challenges. Methods of providing service may include Global Broadcast Service (GBS) satellite, FTP, or using multiple server download points to compensate for low bandwidth in outlying areas.
- 6.3.7 The Contractor shall provide for data recovery and continuity of operations (COOP) planning in accordance with AR 25-2.
- 6.3.8 Utilize a database to support the ICRS. The database will accommodate all historical reporting records and scale to house new records generated during the contract term.
- 6.3.9 The electronic software download website shall support file types as utilized currently by the government in accordance with AR 25-2.
- 6.3.10 At the end of the contract, the contractor will work with the government to reconcile all order information and provide all data housed by the contractor the government in an agreed upon format.
- 6.3.11 The Army may perform audits on ICRS at its discretion. Protecting Army data is a force protection issue. The audits will be utilized to ensure proper policies and standards for storing, maintaining and protection of Army Unclassified, unreleaseable data is adhered to as specified in AR 25-2. Additionally, audits will serve to further ensure log files and audits are maintained and reviewed for all systems and that authentication policies are audited for compliance. The contractor will be notified in advance of any audit. The scope and mission of the audit will be clearly defined and provided thirty (30) days prior to audit commencement.

6.4 Task 4 – Reconciliation.

The scope of the period of performance addresses the known baseline inventory (BI) of Cisco products as identified in the attached Attachment 1 – equipment list to include IronPort. During the Period of Performance (PoP), to include all options, the equipment list will be subject to Reconciliation/True-up which will incorporate additional quantities for software licenses, hardware, and maintenance support. The Reconciliation/True-up will also allow the Army to reduce the maintenance for the expiration of licenses/units, reduction in software product, and/or removal of hardware products with Cisco products owned and licensed within the Army Enterprise for performance.

Under this contract, the Army's Cisco product inventory, during any period of performance, will be permitted to fluctuate upward or downward depending upon the Cisco requirements during the applicable period of performance. The Contractor will provide Cisco SMARTnet support as defined in Section 6.2 for all Cisco inventory added to the inventory during that period of performance, regardless of whether the increase would result in the inventory value moving into the next IB range (see attachment 2).

An inventory reconciliation/true-up will occur annually and will be conducted within 60 days of the end of the PoP for that period. The result of this Reconciliation/True-up will

determine the IB range/price for the following period of performance. Any additional inventory added during this 60 day period will be included in the next Reconciliation/True-up report.

This will continue through each exercised option period within 60 days of the end of the 1st, 2nd, 3rd option period. Purchase of new SMARTnet service may increase the licensing and maintenance cost, whereas end-of-life Cisco equipment may reduce the licensing and maintenance cost. True-up will be the difference between the existing inventory and the revised inventory, wherein said reconciliation results in a different range/tier pricing payment for the upcoming year.

The COR, after notifying the contractor of the requested changes, is authorized to add/delete software licenses and hardware items, and increase/decrease software licensing and hardware entitlements, without contract modification. The Army and the contractor will reconcile and document any/all inventory changes with a modification to the contract in each option year. The parties agree to recognize the effective date for new and discontinued maintenance as the first (1st) day the item is added to the IRCS required in 6.3 above. However, annual IB range costs for maintenance support will be based on only installed hardware and software at the time option periods 2, 3, and 4 are exercised.

6.5 Task 5 - Determining IB Range

If an increase or decrease in the IB value exists at the end of option years 1, 2, and 3, it will be agreed on by the parties in good faith. A True-Up will account for any increase or decrease in the total inventory baseline. The Army will use Information Technology Asset Management (ITAM) as the authoritative source for this data. As ITAM is a developing capability that may not be fully functional at the time a True-Up is required, the government requests the Contractor to provide an alternative solution for this requirement.

The Army's current IB has a list price value of \$1.5B. In order for the Army to account for fluctuations, the contractor shall provide tier pricing based on IB value. Range pricing will be as follows:

IB VALUE

RANGE

\$750M - \$1.2B

\$1.2B - \$2.2B

\$2.2B - \$3.2B

Pricing for the above IB Value ranges for option years 2, 3, and 4 will be provided by the contractor in attachment 2 as part of their cost proposal. Pricing provided in this attachment will be binding and use when and if options are exercised on this contract in the future.

The IB value has been determined by combining the commercial list price value for all Cisco inventory in the Army. Using List Price Value allows the Army to normalize the IB value without having to account for discount variances. The contractor shall provide the annual True-Up report based on the ICRS provided under Task 6.3 and accurate and verifiable values with the original equipment manufacturer, Cisco. In the base year the IB range will be \$1.2B - \$2.2B based on the current IB value of \$1.5B. The annual true-up, will be conducted

within 60 days of the end of the PoP option years 1, 2, and 3. This will continue through each exercised option period within 60 days of the end of the 1st, 2nd, 3rd option period. The true-up IB Value done within 60 days of the end of the PoP for that period will represent the IB range for the next option year (that range and price will be place in CLIN X0001) and this will continue for option years 2, 3, and 4.

6.6 Task 6 – Value Added Support

In addition to the value added support identified in the above task areas, the contractor shall provide value added support to include but not limited to engineering support, technical support, and consulting services to assist Army in making the best use of the emerging technologies.

Additional Value added support shall include:

- Updating the government regularly on relevant updates
- Providing "What's new with Cisco?" training for end-users, customized to their unique business needs
- Initial and ongoing evaluation of business needs
- Performing Quality Assurance Assessments
- Provide Risk Management Support
- Provide Relationship/Management Consulting

Deliverable: Report identifying all value added solutions/support/services

7. Performance Standards.

Performance Standard	Acceptable Quality Level (AQL)	Method of Surveillance
Task 6.1.1 – Provide Program Manager (PM) to support Enterprise Agreement	PM will be named at contract award. The PM function will not be vacant for more than 30 days.	Name and contact information for PM will be provided to the government within 5 days of award and within 30 days of a replacement being required.
Task 6.1.2 – Monthly Performance Report	Report demonstrating key performance indicators will be generated monthly.	The report will be sent to the COR and the CXO Action Officer NLT than the 10 th day of each month.
Task 6.1.2 – Quarterly Performance Review	A Quarterly Performance Review will be held at a site to be named by the government, to provide a report to Army leadership about the status of current project efforts and key performance indicators.	The report will be provided during September, December, March and June. A pre-brief should be held with the COR and CXO Action Officer at least 7 days prior to the PMR.
Task 6.3 – Provide Inventory Collection and Reporting System	Performance occurs when capability is delivered within 90 days of award. The system should have 95% availability.	Routine inspection/audit of portal and services.
Task 6.2.1	The contractor shall provide unlimited, direct access to the Cisco Technical Assistance	Survey Army customers and evaluate feedback

	Center (TAC) for technical support. The contractor shall provide coverage 24 Hours x 7 Day x 365 Days per Year (24x7x365) via telephone, the web, e-mail, chat and social media for all hardware and software technical issues.	
Task 6.6	The contractor shall provide Value added support	Survey Army customers and evaluate feedback

8. Incentives. Not applicable to this award.

9. Place of Performance. The work to be performed under this contract will be primarily performed at the contractor facility.

10. Period of Performance. The period of performance shall be for one (1) Base Year of 12 months or 365 days and four (4) 12-month option years. The PoP reads as follows:

Base Year	29 June 2012 – 28 June 2013
Option Year 1	29 June 2013 – 28 June 2014
Option Year 2	29 June 2014 – 28 June 2015
Option Year 3	29 June 2015 – 28 June 2016
Option Year 4	29 June 2016 – 28 June 2017

11. Delivery Schedule.

PWS Task #	Deliverable Title	Format	Due Date	Distribution/Copies	Frequency and Remarks
6.2.5	Software Updates	Contractor Determined Format	Upon public release	Online Access	
6.1.2	Monthly Performance Report	Contractor Determined Format	10 th of each month	Standard Distribution*	Monthly, on 10 th or earlier of each month
6.3.3	Quarterly Performance Review	Contractor Determined Format		Standard Distribution*	Quarterly in September, December, March and June.
6.5	True-Up Documentation	Contractor Determined Format	60 days prior to contract expiration	Standard Distribution*	Annually
6.6	Value Added Report	Contractor Determined Format	Submission required with proposal	Submission required with proposal	Submission required with proposal
*Standard Distribution: 1 copy of the transmittal letter <u>without the deliverable</u> to the					

Contracting Officer; 1 copy each of the transmittal letter with the deliverable to the Primary COR and CXO Action Officer.

12. Security. The contractor must possess the necessary clearances as described in the attached Contract Security Classification Specification (DD254) (Attachment 5). An interim clearance will be deemed unacceptable. The contract may require access to secure facilities; therefore, Top Secret is the highest classification under this contract. The contractor shall obtain a Top Secret security clearance for those personnel performing engineering and consulting support on projects that require that level of security clearance. All other personnel supporting this contract will obtain or possess at least a Secret clearance. The contractor shall comply with all controlled area requirements at each specific site location. Cisco Security clearances must be maintained and evidence of same may be required to re-certify.

13. Government-Furnished Equipment (GFE)/Government-Furnished Information (GFI). Please see Attachment J-1 for the list of GFE.

14. Other Pertinent Information or Special Considerations. No other pertinent information or special considerations other than what has already been stated in the acquisition documents.

- a. Identification of Possible Follow-on Work. There is no possible follow on work.
- b. Identification of Potential Conflicts of Interest (COI). The government is not aware of any potential Conflicts of Interest.
- c. Identification of Non-Disclosure Requirements. If a Non-Disclosure Agreement is required, the document will be executed at the time of requirement.
- d. Packaging, Packing and Shipping Instructions. No requirements.
- e. Inspection and Acceptance Criteria. No criteria.

15. Section 508 Accessibility Standards. The following Section 508 Accessibility Standard(s) (Technical Standards and Functional Performance Criteria) are applicable (if box is checked) to this acquisition.

Technical Standards

- 1194.21 - Software Applications and Operating Systems
- 1194.22 - Web Based Intranet and Internet Information and Applications
- 1194.23 - Telecommunications Products
- 1194.24 - Video and Multimedia Products
- 1194.25 - Self-Contained, Closed Products
- 1194.26 - Desktop and Portable Computers
- 1194.41 - Information, Documentation and Support

The Technical Standards above facilitate the assurance that the maximum technical standards are provided to the Offerors. Functional Performance Criteria is the minimally acceptable standards to ensure Section 508 compliance. This block is checked to ensure that the minimally acceptable electronic and information technology (E&IT) products are proposed.

Functional Performance Criteria

- 1194.31 - Functional Performance Criteria

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been added by full text:

252.232-7007

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(a) Contract line item 1001 is incrementally funded. For this item, the sum of \$36,507,443.37 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

The contractor is to invoice two payments for CLIN 1001 as funds are available IAW DFARs 252.232-7007. The first payment of \$36,507,443.37 is available on 29 Jun 13. The contractor will submit the second and final invoice for payments of \$54,184,079.60 as funds become available, estimated to be provided on or before 26 Jul 13.

(End of clause)

The following have been modified:

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(a) Contract line item 1001 is incrementally funded. For this item, the sum of \$36,507,443.37 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the

parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

The contractor is to invoice two payments for CLIN 1001 as funds are available IAW DFARs 252.232-7007. The first payment of \$36,507,443.37 is available on 29 Jun 13. The contractor will submit the second and final invoice for payments of \$54,184,079.60 as funds become available, estimated to be provided on or before 26 Jul 13.

(End of clause)

Additional Accounting and Appropriation Data

97X4930.5F20 000 C1013 0 068142 2F

<u>CLIN/SubCLIN</u>	<u>Purchase Request Number</u>	<u>Obligated Amount</u>
0001		\$65,890,874.02

000101	10177588	\$36,088,294.12
000102	10189355	\$7,948,258.71
000103	10189513	\$3,511,097.31
000104	10189511	\$1,850,686.57
000105	10190404	\$16,218,905.47
000106	10192901	\$273,631.84
0002	10189513	\$309,125.98
	BASE YEAR OBLIGATED TOTAL	\$66,200,000.00
1001		
100101	10339257	\$36,507,443.37
1002	10339257	\$308,477.03

(End of Summary of Changes)